

Collective Agreement

Between

Woodbridge Foam Corporation

8214 Kipling Avenue

Woodbridge, Ontario

and

National Automobile, Aerospace,  
Transportation and General  
Workers Union of Canada  
(CAW)

Local 112

## **ARTICLE 1 – PURPOSE OF AGREEMENT**

- 1.01** It is mutually agreed that the purpose and intent of this Agreement is to promote co-operation and harmony between the Employer, the Employees, and the Union, and to secure for the parties the full benefits of orderly Collective Bargaining, to recognize mutual interest and to provide a channel through which information and problems may be transmitted from one to the other, and to provide an amicable method for the fair and peaceful disposition of all Grievances, to promote efficiency in the production of quality products, and set forth the conditions of employment to be observed by the Employees, the Union and the Company.
- 1.02** In this Agreement, words using the masculine gender include the feminine and vice versa.

## **ARTICLE 2 – RECOGNITION**

- 2.01** The Company recognizes the Union as the exclusive Collective Bargaining agent of all regular plant employees at its plant location , 8214 Kipling Avenue, Woodbridge, Ontario; save and except supervisors, persons above the rank of supervisors, office and plant clerical staff, sales staff, technical staff (such as work measurement staff, Quality Control staff, laboratory staff), engineering staff (such as professional engineers, engineering technicians, designers, draftsperson) and co-op students.
- 2.02** The words “employee” or “employees” when used in this Agreement shall mean only such regular plant employees as are included in the bargaining unit as defined in Clause 2.01.

## **ARTICLE 3 - PLANT MOVEMENT**

In the event that during the term of this Collective Agreement, the Company decides to move in whole or in part from 8214 Kipling Avenue, Woodbridge, Ontario to a new location in Ontario, not covered by another Collective Agreement, the Company agrees to meet with the Union Committee not less than thirty (30) calendar days prior to such move.

The purpose of such meeting(s) will be to:

- (a) Confirm the method of recognition of the CAW at the new location.
- (b) Confirm the right of existing employees to transfer with the job they normally perform.
- (c) Review the application of the terms of the Collective Agreement, as to how such terms may be applicable to this new operation.
- (d) The seniority of the employees shall be carried to the new plant with a continuance of seniority and service.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

**4.01** The Union recognizes and acknowledges that the Management of the Plant and direction of the working force are fixed exclusively in the Company, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company:

- to operate and administer its affairs, to direct the working force, to plan, direct and control operations,
- to schedule working hours, to determine the number of employees to be employed, and the right to hire and select employees from any source, promote, demote, classify, transfer, rehire, retire.
- to discipline, suspend or discharge employees, for just cause, the right to make, enforce, and alter, from time to time, Rules and Regulations covering the operations, a violation of which may be among the reasons for discipline or discharge, subject to the Grievance Procedure, and release employees because of lack of work or for other reasons.

- to determine the nature and kind of business conducted by the Company, the kinds of locations of plants, equipment, product components, parts and material to be used, parts, components, products, materials, services, and equipment purchased, the control of materials and parts, the methods and techniques of production, and the right to introduce new and improved standards or facilities, the right to establish and change occupational production standards.
- to determine the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives, which shall remain solely with the Company, and to manage the operations is vested exclusively in the Company.
- subject to the expressed provisions of this Agreement, and provided it is not inconsistent with the terms of this Agreement.

## **ARTICLE 5 – UNION MEMBERSHIP AND CHECK – OFF**

- 5.01** All regular employees who are Union members at the signing of the Agreement shall, as a condition of employment, maintain their Union membership in good standing for the duration of this contract.
- 5.02** All regular employees, who are not members of the Union at the date of the signing of this Agreement, shall, as a condition of employment, have the Company deduct from their pay an amount equal to the local Union monthly dues, for the duration of the contract.
- 5.03** All employees hired after the signing of this Agreement, and probationary employees after thirty (30) days worked, shall, as a condition of employment, have the Company deduct from their pay an amount equal to the local Union monthly dues, for the duration of the Agreement.
- 5.04** Dues are defined for the purpose of this Clause as the regular Union dues, as prescribed by the Constitution of the Union. Dues are equal to two (2) hours and twenty (20) minutes of the base hourly wage of the employee.

- 5.05** a) The Company, will upon receipt of an authorization card, signed by an employee covered by Clauses 5.01, 5.02, and 5.03 of this Agreement, who has completed thirty (30) days worked, for the duration of this Agreement, deduct monthly, the regular monthly dues of such employees, and remit such monies to the Financial Secretary of Local 112 of the National Union CAW by the fifteenth (15<sup>th</sup>) of the month following the month in which the dues were deducted.
- b) If a regular employee because of absence from work due to compensable or non-compensable sickness or injury, or approved leave-of-absence, has no earnings at the time of dues deduction, dues shall be deferred to the last pay period in the following month, subject to 5.06 of the Agreement.
- c) Any such authorization shall take effect, as of the next regular deduction date after it is received by the Company.
- d) The Company will, at the time of making each remittance, supply a list of the names of each employee from whose pay deductions have been made and the total amount deducted for the month. Also the name and status of any employee from whom the Company has made no dues deductions.
- 5.06** No deduction shall be made from the pay of any employee covered by Clauses 5.01, 5.02, and 5.03 of this Agreement, in any month, where such employee has worked less than a total of forty (40) hours as of the last pay period of the month.
- Paid vacation days and paid Holidays will be considered as days worked.
- 5.07** The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with this Collective Agreement.
- 5.08** The Company will provide a T4 Slip and union dues will be added.

## **ARTICLE 6 – DISCRIMINATION / HARASSMENT**

**6.01** Both the Company and the Union are committed to providing a workplace free of discrimination or harassment. Employees must not engage in discrimination or harassment because of prohibited grounds contrary to the Ontario Human Rights Code ( the “Code”). Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or persons with a disability, as defined in the Code. This provision shall be interpreted in accordance with and subject to the provisions of the Code.

**6.02** The Union and the Company recognize that sexual or racial harassment is a cruel and destructive behavior against others that can have devastating affects.

- a) Sexual harassment is any unwanted attention of a sexual nature which is known or should be known to the person to whom it is directed at; such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands;
- b) Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

**6.03** The Company and Union will implement and follow the Woodbridge “Fairness and Respect” Policy to deal with all complaints and investigations of this nature.

## **ARTICLE 7 – UNION REPRESENTATION**

**7.01** The Company acknowledges the right of the Union to elect plant representation of up to three (3) regular employees; one (1) from the day shift, one (1) from the afternoon shift, and one (1) from the midnight shift. One of the three elected representatives will be a Skilled Tradesperson. The Company will recognize these three (3) representatives as the Plant Committee. The Company will recognize only one (1) union representative at any one (1) time. The Union agrees to assure representation on all shifts.

The Union agrees that union representatives will only be acknowledged by the Company if they are representing their working shift

The duty of the Union representatives shall be to represent the Employees in the processing of grievances as outlined in the Grievance Procedure.

- 7.02** The Union will inform the Company in writing of the name of the Committee person, and any subsequent change in the names of the Committee person, and the Company will not be required to recognize the Committee person until such notification from the Union has been received.
- 7.03** The Company will grant reasonable time off with pay during working hours for the Union representative to directly participate in the investigation and adjustment of grievances, or contract administration. Such person must request permission from their immediate supervisor to leave their work stations and must report back to their supervisor when they have completed their grievance activity.
- 7.04** The Company agrees to recognize the Negotiating committee which will be from the Plant committee, along with a Representative from the National Union, and/or the representative of the CAW Local 112.
- 7.05** The Union will be allowed to post on a bulletin board, provided by the Company, notices approved by the Union Representative, Officer of the Local Union, or the National Representative, regarding meetings and matters pertaining only to the Union. Before posting, all such notices must be approved by the Plant Manager or his representative.
- 7.06** It is agreed that the Union, its members or agents shall not distribute or cause to be distributed any handbills, pamphlets, literature, or Union material during working hours.

- 7.07** Union representatives shall have top seniority during the term of office for the purpose of layoff and recall subject to having the ability to perform the available work.
- 7.08** The Union agrees that there shall be no Union activity of any kind during working hours, or on the premises of the Company, at any time, except as specified in this agreement.
- 7.09** The Company agrees to provide an outfitted office for the use of the Union Representatives.

## **ARTICLE 8 – STRIKES AND LOCKOUTS**

- 8.01** The Union agrees that during the term of this Agreement, there shall be no strikes, sit-downs, work stoppage, slowdown, or suspension of work, either complete or partial for any reason by any employee or employees. There shall be no lockout by the Company.
- 8.02** The Union agrees it will not counsel or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in, or slowdown in the plant, or any curtailment of work or restrictions of, or interference with, production of the Company, and the Union will cause or permit its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Company's operations, or picket the Company's plants or premises. The Company reserves the right to discipline any employee who violates any provisions of this section.
- 8.03** The words "strikes" and "lockouts" as used herein are agreed to have the meaning defined in the Labour Relations Act, R.S.O. 1980, c.228 as amended.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

- 9.01** A grievance is defined as an alleged violation of this Agreement or a dispute as to the interpretation or application of any provision of this Agreement.

**The following procedure will be followed in settlement of such grievance(s):**



### **Step One – Supervisor Level**

The employee must submit his written grievance to his supervisor or his representative, within three (3) working days from the date of the alleged violation of the Agreement. The grievance will state the nature of the grievance, the applicable Article, and paragraph of this Agreement alleged to have been violated and the remedy sought. The employee will be afforded Union representation during this step. The supervisor shall give his reply in writing to the employee within three (3) working days of the meeting.

### **Step Two – Manager Level**

If the grievance has not been settled at Step One, the Committee person may, if within three (3) working days of receipt of the supervisor's reply, request a meeting between the Committee person with the employee and the Department Manager, or his designated representative, who will arrange such a meeting within three (3) working days thereafter to attempt settlement. The Department Manager will give his written reply to the grievance to the Committee person within three (3) working days following the meeting.

### **Step Three – Plant Manager's Level**

If the grievance has not been settled at Step Two, the Union Representative, prior to the expiration of three (3) days after receipt of the Department Manager's written answer, may request a meeting with the Plant Manager. A mutually satisfactory date will be established for the Plant Manager or his representative to meet. At the time the grievance is presented to the Plant Manager or his representative, a representative from the National office of the Union and/or a representative of the local may be present, if requested by the Union or the Company. The company's answer shall be given to the Union, in writing within three (3) working days following this meeting.

**9.02** The time limits foreseen at the various steps of the Grievance Procedure may be extended by mutual consent in writing by both parties.

- 9.03** No matter/issue may be submitted to Arbitration, which has not been properly carried through all previous steps of the Grievance Procedure.
- 9.04** Failing a satisfactory settlement in Step 3, the grievance may be submitted to Arbitration as outlined in Article (10) of this Agreement.
- 9.05** The Company shall not be subject to any financial liability for any period more than, up to twenty (20) working days maximum, prior to the date a grievance was filed in writing.
- 9.06** Policy, Group, Suspensions or Discharge grievances initiated by the Company or the Union will be originated at the Third Step of the Grievance Procedure , with strict adherence to the terms of the Third Step of the Grievance Procedure.

## **ARTICLE 10 – ARBITRATION**

- 10.01** Failing a satisfactory agreement in third step of the grievance procedure, it shall be the responsibility of the party desiring arbitration to inform the other party in writing within ten (10) working days after the Plant Manager, or designated representative's response.
- 10.02** The notice of intent to Arbitrate with a Sole Arbitrator shall contain a list of five (5) Arbitrators for consideration. Notice of Arbitration shall contain the name of the aggrieved within five (5) working days from the receipt of the list of recommended Arbitrators, the other party will either accept one (1) Arbitrator from the list or submit a list of five (5) Arbitrators to the aggrieved party for consideration. If no single Arbitrator can be agreed on from this list within ten (10) working days, either party may request the Ontario Ministry of Labour to name an Arbitrator.
- 10.03** The Arbitrator will set a date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence.

- 10.04** The decision of the Arbitrator shall be binding and final upon both parties. The Arbitrator shall be restricted in his award to the provisions of this Collective Agreement, and shall not in its award add to, delete from, or otherwise alter or amend any provisions of the Agreement, or deal with any matter not covered by this Agreement.
- 10.05** Each party will equally bear the expense and fees of the Arbitrator. Any witnesses called by the parties will be at their individual expense.
- 10.06** Either party may make any extension of the time limits by mutual consent, in writing, or by the Arbitrator, who will advise the parties in writing.

## **ARTICLE 11 – DISCHARGE**

- 11.01** A claim by a regular employee that he has allegedly been wrongfully discharged, may be recognized as a grievance, provided that a written detailed statement of the reason for such grievance is filed, in writing at Step Three of the Grievance Procedure within three (3) working days after the employee has been notified in writing of such discharge.

## **ARTICLE 12 – PROBATIONARY PERIOD**

- 12.01** New hires shall be considered probationary until they have completed a total of ninety (90) days actually worked, within a twelve (12) consecutive month period, after which they shall become regular employees, and their seniority date shall be counted back ninety (90) working days from the date they completed their probationary period.
- 12.02** During their probationary period, probationers shall be subject to release by the Company and the Company will have no responsibility for re-employment of probationers. Probationary employees shall have no rights of grievance under any terms of the Collective Agreement.

## **ARTICLE 13 – SENIORITY**

**13.01** The term “seniority”, as used herein, shall mean accumulated service, as described in Clause 12.01.

**13.02** In the case of equality in seniority ranking, seniority shall be determined by the alphabetical order of employee’s last names at their time of hire.

**13.03** An employee will lose his seniority and his employment with the Company will be terminated for any of the following reasons:

- a) If he voluntarily quits.
- b) If he is discharged and not reinstated through the grievance procedure.
- c) If he retires.
- d) If the employee is absent without Company approved leave of absence, for more than three (3) consecutive working days, without a valid reason.
- e) If an employee has been laid off and does not return to work within five (5) days from receipt of the first notice of the registered letter, advising him to report for duty. A copy of the registered letter will be provided to the Union at the time of mailing.
- f) If an employee overstays any Company approved leave of absence for more than three (3) working days.
- g) If an employee is laid off due to lack of work and not recalled for a period extending beyond their length of seniority or 24 months, whichever is less.
- h) If an employee is absent from work because of a compensable or non-compensable illness or injury and not able to return to work for a period equal to his continuous service to a maximum of 24 months unless at any time during the absence it becomes known that the employee will never return to work.

- 13.04** It shall be the responsibility of the employee to notify the Company in writing promptly of any change in their address and telephone numbers (listed or unlisted). If any employee fails to do so, the Company will not be responsible for failure of any contact or notice to reach such employee.

## **ARTICLE 14 – LAYOFF**

In the event management determines the necessity to reduce the numbers of employees in a shift, department, or classification in the plant, the following procedure shall be followed:

- 14.01** Probationary and temporary employees will be laid off first. This may not apply to employees in skilled trade's classifications or other specific classification(s) requiring special skills, if that classification is not being reduced.
- 14.02** Such reduction in the workforce will be consistent with the Company's right to maintain a workforce who has, at the time of lay-off, the skills and abilities and ability to perform the work available.
- 14.03** Within business unit up to 15 days per calendar year out of seniority at any time. After 15 days the Senior Employee affected can displace the junior employee in the department, then business unit if the employee has the skills and demonstrated ability to do the job as determined by the Company. Junior employee goes on lay-off. The Junior employee on lay-off can bump the junior employee in another business unit if they have the skills and demonstrated ability as determined by the Company and have worked in the area for a minimum of 1 week in the last 6 months prior to layoff. If junior unable then layoff to street. Vacations and shutdown periods are excluded in the lay-off provision.
- 14.04** When an employee returns to work from a non-occupational illness or injury, occupational illness or injury, or other company approved leave of absence, they will be reinstated in their former classification and shift, seniority permitting, if such position exists. If no such position exists, they will exercise seniority and will displace the most junior employee in the plant.
- 14.05** If no work is available because of fire, lack of power, act of God, or for any other reason beyond the control of the Company

employees may be laid off and the layoff notice provisions of Article 14 will not apply.

## **ARTICLE 15 – RECALL**

- 15.01** Recall of employees after layoff will be in the reverse order of layoff as outlined in the provision of Article 14.
- 15.02** Any employee who refuses a recall to any available job shall lose his seniority, and his employment with the Company will be terminated.

## **ARTICLE 16 – JOB POSTING**

- 16.01** If a permanent job vacancy exists, or new job classifications are created in the plant, such openings shall be posted on the plant bulletin boards for a period of three (3) working days, during which time regular, qualified employees at work in the plant at the time of such job posting may make application for such job vacancy. The Company will forward a copy of the Job Posting to the Union at the time of the posting.
- 16.02** Employees shall be permitted to bid for other job classifications except that the successful regular employee shall be entitled to only one (1) such transfer every twelve (12) months, as a result of obtaining such job transfer by job posting, unless waived by the Company.
- 16.03** Employees bidding for a permanent job vacancy shall be considered by the Company, at the time of the job posting on the basis of seniority, provided the factors of physical requirements for the job, job knowledge, ability and job qualifications are relatively equal. Applicants may be required to pass a company written and or practical skill test.

- 16.04** Employees' reclassification as a result of job bidding may be removed during the seven (7) day trial period by the Company, at any time up to seven (7) working days actually worked on the job. Such employee will be transferred to his former classification if such vacancy exists, and if no such vacancy exists, he may then exercise his seniority by filling any existing vacancy in his current department provided he can do the work available. If no such vacancy exists, he may bump the least senior employee in his department, provided he can do the work available. The Company will select the next eligible employee from the job posting applications, if any.
- 16.05** Any subsequent job vacancies, if any, created by successful job bidding will be filled at the discretion of the Company.
- 16.06** Nothing contained in the Article shall be construed to limit the Company's right to hire new employees from outside, if there are no qualified employees within the bargaining unit to fill the vacancy.

## **ARTICLE 17 – TEMPORARY ASSIGNMENTS / TRANSFERS**

- 17.01** It is understood and agreed between the parties that employees may be temporarily assigned, by the Company, to classifications other than their own, due to the varying of customer schedules and needs, as well as absenteeism, vacations, leaves of absences or the like. When such temporary assignments are made, the employee involved will be paid the rate of pay for his own position or the position to which he is being temporarily assigned, whichever is higher, for the length of the temporary assignment.
- 17.02** A transfer shall be considered temporary provided it does not exceed thirty (30) working days, and during this period, will not be subject to the seniority provisions of this Agreement. If such transfer exceeds this period, it will be declared as a temporary or permanent vacancy and posted for job bidding. Such time limits may be extended by mutual agreement.
- 17.03** Vacant jobs created as a result of illness, injury, or occupational

accident or illness, or leave of absence, shall not be posted as permanent vacancies and may be filled by the Company on a temporary basis. Such job vacancy shall not be subject to the seniority provisions of the agreement.

## **ARTICLE 18 – PAID HOLIDAYS**

**18.01** The following shall be considered as paid holidays under the terms and conditions of Article 18 of this Collective Agreement:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
	Boxing Day

The Company and the Union will agree on 1 additional day to be taken as a Floater holiday during the Christmas holiday period.

**18.02** Any employee absent from work on the last working day immediately preceding or the first working day immediately following any of the Paid Holidays listed in Clause 18.01, shall not be entitled to pay for the Holiday, unless stated in the clause 18.04.

**18.03** An employee will also not be paid for a Paid Holiday if:

- a) He has been laid off
- b) He is receiving Worker's Compensation
- c) He is on sick leave absence from the Company
- d) He is on any approved leave of absence form the Company

**18.04** The following arrangements may be exercised if a Paid Holiday falls within an employee's annual vacation: an employee may choose to be allocated an additional day in his vacation, or may choose another day's pay in lieu of additional time off.

**18.05** Employees eligible for payment of a Paid Holiday will be paid a



normal day's pay on the basis of the applicable hourly rate of the job to which they are assigned the day prior to the Holiday, up to a maximum of eight (8) hours.

- 18.06** If any of the Paid Holidays listed in Clause 18.01 falls on a Saturday or a Sunday, (and has not been replaced by another day, by statute or decree), such Holiday will be observed either on the previous Friday, or the following Monday.

## **ARTICLE 19 – VACATIONS**

- 19.01** Vacations with pay shall be granted to regular employees, on the payroll of the Company on the basis of their seniority with the Company as defined in Article 13 of the Collective Agreement.

(a) Employees with less than six (6) months seniority as of July 1<sup>st</sup> each year, will be paid vacation in accordance with the provisions of Part VIII of the Ontario Employment Standards Act.

(b) Employees with more than six (6) months but less than one (1) year of seniority as of July 1<sup>st</sup>, one (1) week with vacation pay of four (4%) per cent of gross earnings less vacation pay based on the previous twelve (12) month period from July 1<sup>st</sup> to June 30<sup>th</sup>.

(c) Employees with more than one year (1) as of July 1<sup>st</sup>, two (2) weeks with vacation pay of four (4%) per cent of gross earnings less vacation pay based on the previous twelve (12) month period from July 1<sup>st</sup> to June 30<sup>th</sup>.

- 19.02** The scheduling of vacations will be based on the necessity of maintaining an efficient operation. Every effort will be made to grant the team member's request, considering the needs of production and giving preference by seniority.

- 19.03** Scheduled vacations, excluding plant shutdown, may only be changed by mutual agreement.

- 19.04** All employees shall take their vacation in the current vacation year, July 1<sup>st</sup> to June 30<sup>th</sup>, and cannot accumulate vacation to be taken in any subsequent vacation year.

- 19.05** Vacation pay will be paid in the week(s) the vacation is taken and/or 50% gross less applicable deductions in July and 50% gross less applicable deductions in December as per 19.01.

The period or periods, which an employee may take, their vacation shall be determined by the Company, except as follows. The Company will give preference to the most senior employee for preferred vacation dates, provided such employee makes application, on a form provided by the Company, to their supervisor or representative, not later than April 1<sup>st</sup> of each year if applicable. All employees will be required to schedule and use their full vacation entitlement. Failure to schedule will result in the Company forcing vacation time.

## **ARTICLE 20 – HOURS OF WORK**

**20.01** The normal hours of work will be eight (8) hours or ten (10) hours per day and forty (40) hours will constitute a normal workweek.

Where the company deems it necessary to implement a 10- hour workday schedule, as much notice as possible will be given to the union and employees affected.

The normal workweek will be comprised of five (5) consecutive workdays, Monday through Friday. While the normal workweek commences Sunday at 6:59 p.m., normal production shifts will commence at 11:00 p.m. on Sunday.

For employees on a one- (1) shift schedule, the hours of work will be: 7:00 a.m. – 3:40 p.m.

For employees on a two- (2) shift schedule the hours of work will be: 7:00 a.m. – 3:40 p.m. and 3:40 p.m. – 12:20 a.m.

For employees of a three- (3) shift schedule the hours of work will be: 11:00 p.m. – 7:00a.m. And 7:00 a.m. – 3:00 p.m. and 3:00 p.m. – 11:00 p.m.

**20.02** In the event it becomes necessary for the Company to change the starting and stopping times of the normal shifts, or establish new shifts, the Company will provide the Union with a minimum of one (1) week notice.

**20.03** This statement of the normal hours of work shall not be construed as a guarantee of any minimums or as a restriction of any maximum number of hours of work per week, except as otherwise

provided in this Collective Agreement.

**20.04** There shall be one (1) twenty (20) minute unpaid rest periods in each half shift of any eight (8) hour or ten (10) hour day.

**20.05** It is agreed and understood by the Union and its members that all employees will be required to rotate shifts, if requested by the Company, The normal rotation will be days on a 1 shift operation. On a two shift operation it will be 2 weeks days and 2 weeks afternoons. On a three shift operation it will be 2 weeks days and 2 weeks afternoons and a steady midnight shift.

## **ARTICLE 21 – OVERTIME**

**21.01** Hours worked in excess of 40 hours in a normal work week will be paid for at the rate of time and one-half (1 ½) the base hourly rate.

Hours worked on Saturday or Sunday if the employee has already worked 40 hours will be at time and one half (1 ½) the employee's base hourly rate.

**21.02** Work performed on any Paid Holiday listed in Clause 18.01 of the Collective Agreement will be paid for at the rate of 1.5 times the base hourly rate, in addition to pay for the Paid Holiday as outlined in Clause 18.05.

**21.03** Overtime premiums shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime.

**21.04** The Company shall endeavor to distribute overtime equally among qualified employees, performing the work, on the shift for which the overtime is required. If an error is made, the affected Employee(s) will be provided with the next available opportunity to work on the shift for which the overtime is required. Employees unable to work overtime shall be considered to have worked for the purposes of equalization.

A weekly record of overtime worked and refused will be made available.

Employees requested to work overtime will be required to work as

required. The Company will force junior qualified employees to work overtime when necessary.

## **ARTICLE 22 – REPORTING – IN PAY**

**22.01** Any employee who has not been notified in advance “not to report for work”, and who reports for his regular scheduled shift, will be given at least four (4) hours work. If no work is available, he will be paid for a minimum of four (4) hours, at his base hourly rate.

**22.02** The obligation of the Company will not prevail:

- 1) If no work is available because of:
  - a) A power shortage or a failure of power supplies.
  - b) Any other condition beyond the control of the Company.
- 2) If the employee has not kept the Company informed of his current address and telephone number.

## **ARTICLE 23 – CALL BACK PAY**

**23.01** An employee who has completed his full daily or weekly shifts, and has left the plant, and is called back to perform additional or emergency work, will be paid for the time actually worked at the applicable overtime rate. Employees called back under this Clause will be guaranteed a minimum of four (4) hours of work or pay determined by the Company.

## **ARTICLE 24 - OCCUPATIONAL ACCIDENTS OR ILLNESS**

**24.01** a) When an employee suffers an occupational accident on the Company premises during his working hours and is sent for treatment, to the hospital, or doctors office, or home, such employee will be paid his base hourly rate for the balance of his shift.

b) If required, the Company will supply and pay for transportation

to the hospital or doctors office, then back to the Plant or to the employee's home, on the day of the injury, only.

- 24.02** When such employee returns to work, he will be reinstated to his former classification, under the Seniority provisions, of the Collective Agreement.
- 24.03** Any employee's reinstatement after an occupational accident or illness is conditional on his supplying a certificate from a physician that he is fully recovered from the occupational accident or illness, which caused his absence.
- 24.04** The Company may require an employee to undergo a medical examination or examinations by a company physician, or a physician of the employee's choice, and the Company shall bear the expenses incurred in connection therewith. In the event of a dispute between two physicians concerning the validity of an occupational illness or injury, the Company and the Union will select a third party physician and his opinion will be binding on both parties.

## **ARTICLE 25 – SICK LEAVE OF ABSENCE**

- 25.01** Employees, who are permitted to go home due to non-occupational illness or injury, will not be paid for the remainder of their shift.
- 25.02** Any employee's reinstatement after sick leave is conditional on his supplying a certificate from a physician that he is fully recovered from the sickness, which caused his absence.
- 25.03** When such an employee returns to work, he shall be reinstated to his former classification, under the seniority provisions of the Collective Agreement. In the event of a dispute between two physicians concerning the validity of a non-occupational illness or injury, the Company and Union will select a third party physician, and his opinion will be binding on the parties.

## **ARTICLE 26 – PERSONAL LEAVE OF ABSENCE**

**26.01** A personal leave of absence, without pay, for a valid reason, acceptable to the Company, may be granted for a period not to exceed one (1) calendar month per the life of the CBA, provided such leave does not disturb the efficiency of the employee's work area, or plant, and such application is made to the Plant manager or his representative at least five (5) days prior to the leave of absence, in writing, and written approval is obtained from the Plant Manager or his representative. The Company agrees to consider all requests under this Article, for all employees, in a fair and equitable manner.

**26.02** When such an employee returns to work, he shall be reinstated to his former classification under the seniority provisions of the Collective Agreement.

## **ARTICLE 27 – PREGNANCY LEAVE OF ABSENCE**

**27.01** Pregnancy leave of absence will be in accordance with the Employment Standards Act RSO – 2000.

## **ARTICLE 28 – LEAVE FOR UNION BUSINESS**

**28.01** An employee elected or nominated by the Union to attend Union Conventions or Meetings, may be granted a leave of absence, without pay, for a period not to exceed up to fifteen (15) working days, provided such leave does not disturb the employee's work area or plant, and the Plant Manager is given a minimum of five (5) working days notice, in writing, of such absence, and not more than three (3) employees shall be granted such leave of absence at any one time.

## **ARTICLE 29 – BEREAVEMENT LEAVES OF ABSENCE**

- 29.01** When a death occurs in the immediate family of an employee, the employee shall be allowed up to three consecutive (3) days off with regular straight time pay at the time of bereavement. An employee's immediate family shall include wife, husband, father, mother, son, daughter, brother, sister, or same sex spouse. One (1) day off with straight time pay for brother-in-law, sister-in-law, parent in-law and grandparents, at the time of bereavement.
- 29.02** The employee will notify his immediate supervisor in the event of required bereavement leave approval.
- 29.03** Such paid bereavement leave as described in Clause 29.01 is only available where the employee would otherwise be at work during this period.
- 29.04** The Company, in exceptional circumstances, may require proof of death.

## **ARTICLE 30– JURY / CORONER DUTY**

- 30.01** An employee who is called for Jury / Coroner service or is subpoenaed to court shall be excused from work for the days on which he serves and he shall receive, for each such day of jury duty on which he, otherwise, would have worked the difference between eight (8) times his base hourly rate and the payment he receives for Jury / Coroner service. The employee will present proof of service and the amount of Jury / Coroner duty fee paid by the court.

## **ARTICLE 31 – SAFETY AND HEALTH**

- 31.01** The Company and the Union realizing the benefits to be derived from a safe and healthy place of employment, agree that they, together with all employees, the Union Negotiating Committee, Supervisors, and Joint Health and Safety Committee will cooperate to the fullest extent to promote safe work practices, health conditions, and enforcement of safety rules.
- 31.02** Safety equipment and devices will be in accordance with the provisions of the Occupational Health and Safety Act.

**31.03** The Company shall establish a Plant Safety and Health Committee, made up of Union and Company representatives. The Committee will hold regular meetings and safety inspection tours of the plant. The function of the Committee shall be to advise the Plant Management concerning Safety and Health matter(s), not to handle grievances.

The Company and the Union agree that from time to time, representatives of Management and/or the Union may attend Safety and Health Committee meetings.

It is agreed that each year on April 28, at 11:00am work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

**31.04** All employees will be required to wear Company approved safety shoes or boots as a condition of employment, and such foot protection shall be CSA approved. The Company will pay for regular employees only, of these departments, once each consecutive twelve (12) months, from the date of last purchase, a maximum of eighty (\$80) dollars towards the purchase of one pair of safety shoes or boots, if required.

**31.05** All employees working in Company designated safety glass areas will be required to wear safety glasses provided by the Company as a condition of employment.

The Company agrees to pay 100% of the cost of prescription safety glasses and Company approved safety frames, and such eye protection shall be CSA approved, for regular employees working such designated areas requiring prescription safety glasses, once each consecutive twenty -four (24) months from the date of last purchase, if necessary.

The Company accepts no responsibility for the employee's eye examination or adjustments.

**31.06** The Company at no cost to the employee will replace prescription safety glasses damaged on the job, ( severely spotted glasses included ).



## **ARTICLE 32 – MAINTENANCE TOOLS**

**32.01** Maintenance employees, as a condition of employment, will be required to provide their own hand tools and measuring devices.

An Annual Tool Allowance of \$ 250 gross will be paid to all Skilled Tradesperson's by separate cheque on the first pay period in May of each year.

## **ARTICLE 33 – SKILLED TRADES**

33.01 The skilled trades covered by this article constitute those trades, which are as follows:

Electricians/Electronics

Millwright

33.02 Employees bidding into the Maintenance Department will not carry plant-wide seniority for the purpose of lay-off, recall or vacation preference.

In the event of a reduction in the work force in the Skilled Trades classification group(s), the following procedure shall apply.

(a) Probationary employee(s) shall be laid off first within the classification group(s), followed by Skilled Trades employees within their respective classification group(s) in reverse order of their seniority.

(b) Such employee(s) will then exercise his/her total Company seniority for the purpose of displacing the junior employee in the classification group or trade for which he/she is qualified, or shall exercise all of his/her Company seniority in the general production non-classified positions covered under this agreement.

(c) Any recall shall be in the reverse order of the above provided the seniority employee has the qualifications to perform the required work.

33.03 Entry into the skilled trades shall be restricted to persons who provide documentation supporting their claim to required work experience, and

(a) who qualify as journeymen as outlined in the Company job description,

(b) or, who qualify for journeymen status through any apprenticeship program recognized by the Ministry of Labour, or holds a C.A.W. journeyman card in the trade in which he claims recognition,

(c) or, who provides documents prior to hire or promotion from any classification, proving their claim to journeyman status.

33.04 It is the policy of the Company that outside contractors will not be utilized within the plant to perform work normally done by Skilled Trades.

(a) In the event utilization of the outside contractors is required, the following procedures will take place:

(i) The need will be reviewed in detail, by advance discussion with the union representative.

(ii) If it is work normally performed by Skilled Trades employees, it will be offered to skilled trades first.

(iii) The use of outside contractors will be determined by the Company.

(b) The Company will not eliminate jobs or deprive employees of overtime by outsourcing and or contracting out work performed by skilled trades.

(c) The Company will ensure skilled trades personnel are properly trained on any new piece of equipment and or machine installed in the plant.

(d) The Company will ensure skilled trades personnel interface with outside contractors when there are specific skills which our employees would be required to learn.

(e) In the event an outside contractor, Corporate Engineering, and/or Internal Engineering are involved in the modification, new installation, or upgrading of any current piece of equipment or machinery the appropriate skilled trades personnel will be advised of the changes or modifications made. This will ensure our employees will be able to properly maintain the equipment.

(f) The Company will use Contractors licensed in the trade they are performing. The Company and the Union recognize that, at times, the work in question may not require a licensed contractor. If this situation exists, it will be discussed with the Skilled Trades Representative prior to the work being performed.

## **ARTICLE 34 – AGREEMENTS**

**34.01** The Union agrees that this Agreement constitutes the entire Agreement between the parties. Any and all previous Agreements, Supplementary Agreements, Letters of Intent, Understandings, etc., whenever made and whether or not reduced to writing, are hereby canceled. Effective upon the signing of this Agreement, the Company's obligations respecting conditions of employment, working conditions, and employee benefits, are limited exclusively to those specifically stated in this Agreement.

## **ARTICLE 35 – APPENDIX “A” - JOB CLASSIFICATIONS & WAGES**

**35.01** The hourly rates for the Job Classifications covered by this Agreement, are outlined in Appendix “A” of this Agreement and by reference herein are made part of this Agreement.

## **ARTICLE 36 – APPENDIX “B” – EMPLOYEE BENEFITS**

**36.01** The Employee Benefits Section covered by this Agreement, are outlined in Appendix “B” of this Agreement and by reference herein are made part of this Agreement.

## **ARTICLE 37 – DURATION OF AGREEMENT**

**37.01** This Agreement shall become effective upon ratification and shall remain in effect until the 31<sup>st</sup> day of May 2012. This CBA will then run consecutively from June 1<sup>st</sup> 2012 until May 31, 2015

Either party may give notice, in writing, to enter into negotiations for the purpose of amending any of the terms of the Collective Agreement within a period of not more than ninety (90) days prior to the date of termination.

Signed by their duly authorized officials, this \_\_\_\_\_ day of \_\_\_\_\_ 2010:

**FOR THE COMPANY:**

**FOR THE UNION:**

## **APPENDIX “A”**

### **JOB CLASSIFICATION AND WAGE SCHEDULE**

Operator – Start Rate \$ 15.00 until Job Rate of \$17.00. After completion of Year 1 =\$15.50, Completion of Year 2 = \$16.00, Completion of Year 3 = \$17.00

Maintenance Mechanic/Electrician Start Rate – Start Rate \$ 24.00 then Increase until Job Rate of \$28.00. After completion of Year 1 =\$25.00, Completion of Year 2 = \$26.00, Completion of Year 3 = \$28.00

## APPENDIX "B"

### EMPLOYEE BENEFITS

#### 1. Group Insurance Benefits

The Company agrees to provide Employee Group Insurance Benefits at 100%, under the Provisions of a Master Policy, for the duration of the Agreement, with a monthly premium for Health Insurance of \$10.00 for single Employee's/\$20.00 for Employee plus 1 dependent/\$30.00 for Family Coverage, for the duration of the Agreement

- a) A group life insurance benefit for regular employees in the amount of twenty five thousand (\$25,000) dollars. Life insurance coverage will be reduced by 100 % when the Member reaches the Normal Retirement Date as outlined in the Pension Plan.
  
- b) A drug benefit which includes the utilization of an identification card for employees and their eligible dependents under a formulary plan, that reimburses the cost of drugs available only by prescription and with a dispensing fee cap of nine (\$9) dollars as follows:
  - Tier 1 – 80% coverage for drugs on DTF
  - Tier 2 – 60% coverageDrugs purchased through the preferred provider will be covered at 100 %

The Plan will provide generic equivalent medication, including step therapy/prior authorization. The Plan will not cover medications which may be compensable under Worker's Compensation or for which reimbursement is available from any Government, Government Agency or Foundation.

2. Suspension of Benefits

It is agreed and understood by the Union, that the Group Insurance Benefit, outlined in Appendix "B" will be suspended, at the end of the month following the month of layoff, and at the end of the month of the commencement of any leave of absence, and when off due to non-occupational sickness or injury, and after one (1) year of absence on account of Workers' Compensation. Group Insurance Benefits will terminate at the date of termination of employment and retirement.

## APPENDIX C – TEMPORARY PART TIME

The parties agree that the Company may utilize a separate group of temporary part-time employees (TPT) to cover unforeseen and scheduled absences.

For the purposes of this agreement, temporary part-time employees will be employed in the following order:

- 1) laid off employees who make themselves available,
- 2) dependants of employees who are currently enrolled in post-secondary education, and
- 3) newly hired employees specific to the temporary part-time (TPT) program.

The intent of the Company is not to replace regular employees with TPT's nor infringe on the rights of regular employees covered under the current Collective Agreement or to encourage excessive absenteeism.

Temporary part-time employees shall normally be scheduled to work to replace employees absent as follows:

- A.** Summer Help/student program throughout the summer months of May, June, July and August for vacation coverage and scheduled absences, LOA's and leaves for Union Business.
- B.** TPT's will only be scheduled to work on Fridays, Saturdays, Sundays and Monday's to cover absences.
- C.** Heat and Wipe and Clean-Up will be performed during the regular work week (Monday to Friday) by seniority employees. Heat and Wipe and Clean-Up will be performed on weekends by TPT's year round (12 months), excluding the line scheduling/tool changes which will be done by regular employees.

1. When TPT employees are hired for temporary work, or Seniority Employees on lay-off make themselves available they shall not accumulate seniority and shall be considered as probationary employees. An employee hired as a TPT will have no bumping rights. Seniority employees will not be considered as probationary employees.
2. In the event a TPT employee becomes a regular full time employee, the employee shall be considered a new employee and shall receive no credit for any purpose for time during which the employee was employed as a TPT employee. When a Seniority Employees on lay-off is recalled

by the Company to regular Bargaining Unit work – their credited service will once again begin to accrue.

3. Employees on lay-off status will be given first opportunity to become TPT's/Summer Help/Students. TPT employees must provide the Company with the days and shifts when they are available to work. A TPT employee will be removed from the list of available employees if he/she does not work three (3) shifts within a three (3) month period for which they have made themselves available and/or are scheduled to work and fail to do so. Such employee will not be eligible to re-apply for enrolment in the program for a period of three (3) months.
4. TPT employees shall be required to pay Union Dues and Initiation fees according to the Union Constitution.
5. The TPT program excludes Skilled Trades Employees.
6. TPT employees hired on or after the effective date of this Agreement shall be hired at a rate of \$12.00 per hour. A seniority employee who, while on lay-off, may elect to enroll as TPT/Summer Help employee shall be paid at a rate of \$12.00 per hour.
7. A TPT employee shall be paid time and one-half for time for all hours worked over and above forty (40) hours in a work week.
8. A TPT employee who qualifies for Statutory Holiday Pay as per ESA and works on that holiday will be paid the TPT employee's regular straight time hourly rate for all hours worked on that day in addition to the Statutory Holiday pay.
9. TPT employees shall not be eligible to submit a grievance under the terms of the Collective Agreement.
10. Current employee's dependant children who are attending post secondary education may be eligible to be hired as a TPT/Student.
11. A TPT employee hired on or after the effective date of this agreement shall not be covered by the benefit plan as outlined in Appendix "B" - Employee Benefits.



12. A TPT may not follow the same job rotation schedule as other employees for the purposes of maintaining operating efficiency. The parties will review instances where this may occur.
13. The Company may terminate the employment of non-seniority TPT employee from the program at any time. The Union will be notified prior to an employee being disqualified or terminated.

## **ADDENDUM 1 - ALL SENIORITY EMPLOYEES AS OF MARCH 31st, 2009**

### **The following adjustments/changes are as follows:**

1. Article 13 Seniority –  
13:03 (g) If an employee is laid off due to lack of work and not recalled for a period extending beyond 5 years of seniority.
  
2. Article 19 Vacations –  
19.01(d) Employees with more than five (5) years, but less than ten (10) years of seniority, as of July 1st, three (3) weeks with vacation pay of six (6%) percent of gross earnings based on the previous twelve (12) month period from July 1<sup>st</sup> to June 30<sup>th</sup>.  
  
(e) Employees with more than ten (10) years as of July 1st, four (4) weeks with vacation pay of eight (8%) percent of gross earnings based on the previous twelve (12) month period from July 1<sup>st</sup> to June 30<sup>th</sup>.
  
3. Article 20 Hours of Work –  
20.04 There shall be (1) twenty minute paid rest period in each half shift of any eight (8) or ten (10) hour day in a 3 shift operation.
  
4. Article 21 Overtime –  
21.01 Hours worked in excess of 8 hours or 10 hours in a normal work day will be paid for at the rate of time and one-half (1 ½) the base hourly rate.  
  
21.04 The Company & the Union agree that the Company will make every effort to solicit overtime on a voluntary basis. When customer requirements exceed the supply of product, or where there is downtime, or where the customer is in jeopardy of an interruption of supply, the company may require employees to work up to eight hours in any given week, excluding Sunday, in order to meet customer requirements & ensure job security.
  
5. Article 29 Bereavement Leaves of Absence –  
29.01 When a death occurs in the immediate family of an employee, the employee shall be allowed up to five consecutive

(5) days off with regular straight time pay at the time of bereavement. An employee's immediate family shall include wife, husband, father, mother, son, daughter, brother, sister, or same sex spouse. One day off with straight time pay for brother-in-law, sister-in-law, parent in-law and grandparents, at the time of bereavement.

6. Article 32 Maintenance Tools –

32.01 Employees will be paid \$400 gross by separate cheque on the 1<sup>st</sup> pay period of May each year.

7. Appendix "A" – Job Classifications and Wages

As of August 9, 2010 all production seniority employees as of June 1, 2009 will be paid \$24.00 per hour. As of August 9, 2010 all seniority Skilled Trades employees as of June 1, 2009 will be paid \$31.30 per hour. These Employees will be classified as T's and can be assigned to jobs within the plant at the Company's discretion. As these employees leave they will not be replaced within the T classification.

As of Wednesday August 4, 2010 all active seniority employees will indicate in writing (on a form) to Human Resources their preference of where they would like to work on a go forward basis. This form must be completed and submitted to HR by 3:40pm on Friday August 6, 2010.

Movement within the plant will be based on the following 3 factors:

1. Seniority;
2. Skills and demonstrated ability to do the job as determined by the Company;
3. Business Needs.

Once an employee is assigned to their position they can be moved by the Company at its discretion within the provisions of the CBA.

## 8. Appendix “B” – Employee Benefits

### 1. Group Insurance Benefits

The Company agrees to provide Employee Group Insurance Benefits at 100%, under the Provisions of a Master Policy, for the duration of the Agreement, with a monthly premium for Health and Dental Insurance of \$30.00 per month for single employees/\$60.00 per month for Single +1 Employee/\$90.00 per month for Family Coverage as follows:

- a) A group life insurance benefit for regular employees in the amount of twenty five thousand (\$25,000) dollars. Life insurance coverage will be reduced by 100 % when the Member reaches the Normal Retirement Date as outlined in the Pension Plan.
- b) An extended health care benefit for employees and their eligible dependents, that reimburses at 100% of the eligible costs for the following expenses over and above those paid by the provincial health insurance plan :
  - I. Ambulance services
  - II. Specific medical equipment, and, special medical supplies
  - III. Nursing care limited to ten thousand (\$10,000.00) dollars per illness.
  - IV. Hearing aids including the cost of batteries, to a maximum of five hundred (\$500) dollars. If the hearing disability extends to both ears, the limit is doubled.
  - V. Services of a Chiropractor, Chiropodist, Registered Massage Therapist, Acupuncturist, Physical Therapist or Child Psychologist will be reimbursed to a maximum of \$ 60.00 per visit to a combined total of \$ 1,000 per year.

- c) A drug benefit which includes the utilization of an identification card for employees and their eligible dependents under a formulary plan, that reimburses the cost of drugs available only by prescription and with a dispensing fee cap of nine (\$9) dollars as follows:

Tier 1 – 80% coverage for drugs on DTF

Tier 2 – 60% coverage

- Drugs purchased through the preferred provider will be covered at 100 %

The Plan will provide generic equivalent medication, including step therapy/prior authorization. The Plan will not cover medications which may be compensable under Worker's Compensation or for which reimbursement is available from any Government, Government Agency or Foundation.

- d) A dental benefit, payable subject to the maximums of insured services provided by the master policy, and the 2008 Dental Fee Schedule for the Province of Ontario Dental Association, for regular employees after 1 year of Service for the life of the Agreement.

The Company agrees to provide a dental benefit for basic dental services, as follows :

- Examinations and preventative care payable at 100 % with an annual maximum of \$400.00
- Basic restorative (fillings, periodontal, root canals etc.) payable at 80 % with an annual maximum of \$800.00

The Company agrees to provide a dental benefit for major restorative services payable at 50% to an annual maximum payment of \$2000.00

The Company agrees to provide a dental benefit for Orthodontic work for eligible dependent children – (up to the age of 18) only at 50% to a lifetime maximum of \$3,000.00

- e) The Company agrees to provide a prescription vision care benefit under the extended health care benefit to a maximum of two hundred (\$200) dollars in any twenty-four (24) month period for employees and their families covered under the Company group plan.

f) Co-ordination of all Benefits is mandatory.

**2. Weekly Indemnity**

The Company will pay one hundred (100%) percent of the monthly premiums, for regular employees, to provide weekly indemnity insurance benefits, under the provisions of a master policy, coverage to provide benefits on a 1-1-4 basis, includes 1<sup>st</sup> day for scheduled outpatient day surgery at 66.67% of basic weekly wage for a maximum period of twenty – six (26)weeks.

The Union and the employees agree that the Company will be entitled to the full employer/ employee unemployment insurance commission (U.I.C.) reduction benefit (6/12ths).

**3. Long Term Disability (LTD) Plan**

The Company will pay one hundred (100%) percent of the monthly premiums for regular employees to provide after 26weeks of disability under the Weekly indemnity Plan.

Long Term Disability Benefits, to provide a benefit of 66-2/3% of the base salary in effect at the commencement of the disability, until the earlier of being able to return to work or two (2) years of own occupation, subject to the provisions of the Master Policy.

4. Benefits payable under Weekly Indemnity or Long Term Disability are off-set by any benefits payable under CPP, Worker's Compensation or other Sources.

**5. Pensions**

The Company will continue in effect the present pension plan as described in the Pension Plan for Kipling hourly employees. All eligible participating Production employees covered by the terms of the pension plan shall receive a forty five (\$45.00) dollar monthly pension for credited service. For Skilled Trades the amounts will \$50.00. For those on disability or layoff, the benefit rate is the rate in effect at the date the member goes off on layoff or disability.

All Employees accruing a pension benefit will contribute \$0.50 per hour towards the pension plan.

5.1 The Company will provide for unreduced early retirement under the following conditions for all Employees with Service greater than 22 years as of March 31, 2009 and those Employees who were actively working in the plant as of March 31, 2009 :

(a) when age and credited service combined equals 85 points or more with a minimum age of 55 or:

(b) age 60 with 20 years or more of credited service.

5.2 Employees who leave the Company prior to age 65 and are eligible to receive an unreduced pension as defined above will be eligible to receive a monthly bridge benefit equal to \$16 per month per year of credited service, with continued use of the drug card as detailed under Appendix "B" Employee Benefits 1(c) to age 65.

The Parties agree that the Drug Card will be eliminated as part of the early benefit plan as of May 31, 2014.

5.3 Credited service will accrue to members in receipt of LTD benefits for a period of not greater than 24 months.

5.4 Credited service for the purpose of determining the amount of pensions or bridge benefit will be limited to 30 years. For members with more than 30 years of credited service, their credited service will not be reduced to 30 years, but will cease to accrue on July 1, 2009.

5.5 To provide the Legislated spousal benefit, the employee's accrued life only pension will be reduced by 5% where the employee's spouse is within 10 years of the employee's age at retirement. The reduction will be 10% where the employee's spouse is more than 10 years younger than the employee's age at retirement. If the Employee's death proceeds the spouse, the spouse will receive 60% of the reduced pension for the balance of their lifetime.

### **3. Suspension or Termination of Employee Benefits**

It is agreed and understood by the Union, that the Group Insurance Benefit and Pension, outlined in Appendix "B" will be suspended, at the end of the month following the month of layoff, and at the end

of the month of the commencement of any leave of absence, and at the end of the Weekly Indemnity period when off due to non-occupational sickness or injury, and after one (1) year of absence on account of Workers' Compensation.

Group Insurance Benefits and Pension will terminate at the date of termination of employment and retirement.

9. Other –

COLA - The Company and Union agree that COLA will be frozen at \$0.00 during the life of the CBA. The Company agrees 1 month prior to expiry to use the CPI index as an indicator for the 1<sup>st</sup> adjustment if applicable in the next CBA.